Before the
UNITED STATES COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In re Determination of Royalty Rates and Terms for Making and Distributing Phonorecords (Phonorecords IV)	Docket No. 21-CRB-0001-PR (2023-2027)

GEORGE JOHNSON'S FOURTH OPPOSITION MOTION OBJECTING TO THE FRAUDULENT SETTLEMENTS FOR SUBPARTS A & B CONFIGURATIONS BY NMPA, NSAI, RIAA & 3FHRL ALSO FILED AS COMMENTS

Pursuant to the Judges' instructions in their July 10, 2021, *"Order Denying Three Motions by George Johnson"*[1], American songwriter[2] George Johnson ("GEO"), *pro se* Appellant and Participant, respectfully submits the following *Fourth Motion Objecting To And In Opposition To The Fraudulent Settlements For Subparts A & B Configurations By NMPA, NSAI, RIAA & 3FHRL Also Filed As Comments*.

As per the Judges' July 20, 2021 Order, "If, as appears to be the case, Mr. Johnson wishes to object to the proposed subpart B settlement, Mr. Johnson should file a comment with the Judges no later than July 26, 2021, in accordance with the Judges' Federal Register Notice."

Additionally, pursuant to the Judges' July 20, 2021 Order, combined with the July 26, 2021 email from the CRB — extending the Comments filing date by 15

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[1] https://app.crb.gov/document/download/25468 NOTE: For some reason this ORDER is currently not visible on the eCRB system.

[2] "subject to" the 1909 compulsory license at issue in this proceeding under §115 and §385.3 Subparts A and B.

days to August 10, 2021 — GEO respectfully files this additional *Fourth Motion to Object to the Settlements* under the Comments section on eCRB.

Also, pursuant to the Judges Order, GEO attaches 3 PDF's of the above mentioned *Three Motions*, as part of this Objection[3]. GEO kindly asks the Court to adopt these previous *Three Motions* as part of this *Fourth Motion to Object* as *one complete motion* ***objecting*** *in the record, and* ***as a Participant***.

GEO attaches the above mentioned *Three Motions* as part of the record, as per the CRB Order, and August 2, 2021 email from the CRB instructing GEO that "If you wish to have your objection to the subpart B settlement on the record, you need to either file your comments by the new deadline of August 10th, or file a short comment by the same deadline that adopts your earlier comments."

For the record, GEO is making this Motion to Object to both the Subpart A and B Settlements, and the Subpart B Configurations, as they now seem to be called. In other words, for all §115 "mechanicals" including vinyl, CD's, or physical phonorecords as well as digital downloads that currently pay 9.1 cents per sale.

Not being an attorney, I am a bit confused with the new "configurations" term for phonorecords since I always thought §385.3 was for vinyl and CDs, tapes, and that was part of Subpart A, not Subpart B, but now vinyl is called Subpart B configurations? So for clarity in this document, I would like to use the term ("Settlements") to apply to all of the Settlements going on at one time.

In other words, I'm objecting to any and all of the Settlement(s) for Subpart A, Subpart B, or the Subpart B "configurations" stemming from the March 2, 2021

[3] Technically, 2 Motions to Object and 1 Correction Motion. GEO also considers his April 19, 2021 Notice of Motion to Object, the "First" Motion to Object to be part of the Objection and already in the record. Both NMPA filings and this Court acknowledge GEO's April 19th filing as an Objection to the coming Settlement.

Notice of Settlement in Principle and subsequent *Motion to Adopt Settlement* on May 25, 2021.

GEO once again, respectfully *asks the Court for relief* by DENYING these current Subpart A and B "Configurations" Settlements and to either litigate these rates in hearings, create a new Settlement among Participants, or provide some other meaningful relief to all American songwriters — *sua sponte* if allowed by law.

Also, not being an attorney I'm confused as to whether my two May 27th, Motions to Object will now *have the full weight of a normal, proper Motion* if they are now considered a Comment and not a Motion?

Also, is my Comment filing still considered an official or *proper Objection as a Participant* since only a participant can object to a settlement? It seems that it may be so, from the Judges' Order and subsequent email from the CRB.

Therefore, in addition to filing this Motion to Object in the Comments sections, GEO also respectfully submits this Motion to Object as a plain "Motion" on the eCRB system to correct any previous filing error under "Motion-Other", and additionally so that it will also have the full effect and weight as a proper Motion by a Participant, just in case the Comment section filing changes the full effect and weight of a proper Motion. If it is unnecessary to file this Motion to Object in two different categories, I apologize to the Court in advance.

GEO CLEARLY ASKED FOR RELIEF IN MAY 27 MOTION ON PAGE 8 & 4

On Page 8 of GEO's second May 27th, 2021 Motion[4], *GEO'S Objection To Settlement by NMPA, NSAI, and 3 Foreign Headquartered Corporations*, I formally asked the Court for relief by asking the Court to deny this fraudulent settlement.

"GEO respectfully requests that the Court deny this Settlement until further litigation."

Furthermore, one of the primary reasons I gave as to why this Court should deny these Settlements was counsels' fraudulent behavior to secure the Settlement, yet the Court claims my Motions to Object "seek to correct the moving parties' characterization of Mr. Johnson's position on the subpart B settlement," and therefore, "not proper motions."

I would respectfully argue that in fact, my Motions to Object were also alert the Judges to the fraudulent behavior of counsel, outlined in detail in the attached motions, and therefore, serve as a reason to deny the settlement, that's all I was trying to do.

"I hope that the information I provided in this and yesterdays motions are enough to deny this so-called Settlement, as well as the clear fraudulent behavior of counsel."

So, in my defense, when the Court claims this Motion did "not seek relief from the Judges", I would respectfully disagree and argue that Page 8 of this Motion seems to indicate otherwise when I say, "GEO respectfully requests that the Court

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[4] https://app.crb.gov/document/download/25321 *GEO Objection To Settlement by NMPA, NSAI, and 3 Foreign Headquartered Corporations*.

deny this Settlement until further litigation." I asked the Court for relief, but did not use the word relief, but I am not an attorney.

On Page 4, I also asked for relief with, "We respectfully ask the Court to deny this Settlement at this time on behalf of hundreds of thousands of American songwriters and music publishers."

So, I once again formally and repeatedly asked this Court for relief by denying these Settlements in these Motions, yet the Order said I did "not seek relief from the Judges".

I also asked for relief from the fraud by counsel to achieve publication and Settlement since NMPA, NSAI and RIAA counsel falsely claimed that GEO was…

1. not going to Object to their Settlement,

2. or propose any increase in the 9.1 cent rate.

Both of those statements are not only false, but counsel knew they were false when they filed their fraudulent Notices with this Court. That's why this Settlement should be denied in addition to the fact that the movants in this Settlement are *clearly negotiating with themselves*.

Add to that our own American songwriter/publisher lobbyists literally work for foreign corporations outside of the U.S. legal jurisdiction, that are vertically integrated and owned by other foreign corporations, yet these lobbyists and 3 foreign corporations get to set the royalty rate for *all* American songwriters, their very competition, and then they *set it at $.00012 per stream — and then fight you in court if you want to sell your music (on a streaming platform or not) or increase the rate past 9.1 cents*.

When I filed my Notice on April 19th, that I would be filing a Motion to Object to the Settlement as soon as NMPA filed their Motion to Adopt Settlement, *I could not have been any clearer that I was going to Object and formally did so in the record* long before any Settlement was made.

So, for NMPA and RIAA counsel to claim I was not going to object is a lie, but a *lie they used to get their Settlement*, and that alone should be enough to deny.

Lastly, in my May 27 Motions I also asked the Court to combine these 2 motions since I was working on both motions at the exact same time in response to both Subpart A and B "Settlements". I don't have a team of attorneys helping me and it's hard to keep everything exactly like an attorney would do it. NMPA asked for a delay in filing WDSs because *Phonorecords III* and *IV* were running simultaneously and their motion was granted for good cause and I'm in the same position, with no law degree and no help.

I am a partner at the imaginary law firm of *Johnson & Nobodyelse.*

But seriously, former Chief Judge Suzanne Barnette instructed me at the SDARS hearing at the time in 2015 or thereabout, that I would be held to the same standard as an attorney in these proceedings, which was fine, *yet I have no training in law*, much less the specialized area of CRB rate proceedings.

So, while I agree wholeheartedly with what she meant, which was I will be required be perform like any other professional attorney in these proceedings — to file all the necessary documents, in the correct formats, on time, and file all the documents required to participate like FOF and COL, reply motions, etc. — and I've tried my best to do that with minimal clerical mistakes the past 8 years over 4 CRB proceedings, *but I'm still not a lawyer* and that is the practical reality.

The only flaw in Judge Barnett's argument is that I have no idea how the law works, how procedure works, how administrative law works (and why it's only obsessed with market share and oligopoly power), how to win in court, strategy, etc.

My point is, demanding that I be a top notch lawyer in these proceedings without going to law school *is like demanding I perform heart surgery without going to medical school*.

It's like demanding counsel write a hit song in next the few hours, record a demo, and then send all the Participants a mp3 copy for review, and it better be great.

So, holding me to the attorney standard as a layman can be unrealistic at times in these proceedings and I respectfully ask the Court for some relief using the Golden Rule or Baron Parke rule from an "unjust result" in this Settlement, *ie*, I didn't hit the "Motion-Option" button instead of the "Motion" button when there was no "Motion-Objection" button on eCRB.

But more importantly, as a Participant, I am asking the Court relief on behalf of myself and all American songwriters and independent publishers subject to this outdated compulsory license.

Ordinary American songwriters' lives and livelihoods are at stake and that should be our focus in my opinion — how do the CRJs help individual American songwriters prosper, profit and protect their work from Services that want to only pay $.000 per song?

How do the CRJ's make sure there is still an "incentive" for individual America songwriters when $.000 is no incentive at all in practical reality, especially

with so many lawyers making sure this are no more 9.1 sales, and that it is phased out completely or never increased.

Everyone says you can't change streaming because it all boils down to, "why buy the cow, when you can get the milk for free."

Well, milk didn't used to be free until streamers started giving it away 15-20 years ago, *so to stop giving away my milk for free* is the only reasonable solution to fix the songwriter royalty problem.

The Court may claim that isn't their job, it's Congress's job, or it's mine to present evidence, or "go ask an attorney" which is the standard response I get from the CRB, but I can't afford an attorney, otherwise I wouldn't be doing all this myself. Plus, all the attorneys who do CRB work, work for the Services, therefore have a conflict, and that's where their bread is buttered as one attorney told me in *Web IV*.

So, I also respectfully ask this Court for relief to somehow stop the Services from giving away our milk (copyrights) for free in the form of free "limited downloads" with no 9.1 sale, also located in Subpart B or "the Subpart B Configurations".

This would be a great relief as well.

WILL THE COURT SPECIFICALLY ADDRESS THE FRAUD BY NMPA AND RIAA TO GET THE SETTLEMENT PUBLISHED IN THE REGISTER?

One of my main concerns in having my May 27th Motions denied by the Court is that the CRB would not specifically address the fraud in detail by NMPA and RIAA counsel in their last *Motion to Adopt Settlement,* twisting my words and lying about my positions to get their Settlement published in the Federal Register.

I truly hope the Court will properly address these issues in its Final Order after all Comments are filed.

CENTRAL ISSUE IN SETTLEMENT IS: YES, THERE WAS AN OBJECTION FILED BY A PARTICIPANT PURSUANT TO § 37 CFR §351.2(b)(2) SO THE JUDGES MAY DECLINE TO ADOPT AGREEMENT

Pursuant to 37 CFR §351.2(b)(2) regarding Royalty Rate Proceedings, "If an objection to the adoption of an agreement is filed, the Copyright Royalty Judges may decline to adopt the agreement as a basis for statutory terms and rates for participants that are not parties to the agreement if the Copyright Royalty Judges conclude that the agreement does not provide a reasonable basis for setting statutory terms or rates."[5] [6]

What NMPA and RIAA have done is attempt to fool this Court into thinking that 1.) I was not going to file an Objection to their Settlement, which I already had done on April 19, 2012, and that 2.) I was not planning to propose an increase to any of the rates, even the 9.1 cents for inflation, and therefore their Settlement would have to be approved by the CRB — but neither of these statement are true.

Furthermore, no Preliminary Disclosures were made in this proceeding and no Written Direct Statements ("WDSs") have been filed, so *there is literally no way for NMPA or RIAA to assume* what a participant's issues and proposals will be in

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[5] https://www.govinfo.gov/content/pkg/CFR-2010-title37-vol1/pdf/CFR-2010-title37-vol1-sec351-2.pdf

[6] NOTE: This "Notice of Motion" filed on April 19, 2021 by GEO was in response to the March 2 "Notice of Settlement in Principle", filed by NMPA, NSAI and foreign record labels. While done in a Notice format, GEO considers this his First "Motion" Objecting to the Settlements for Subpart A, Subpart B, and Subpart B Configurations. As I previously noted, not being an attorney I was not sure how to reply to a Notice stating NMPA would be filing a Motion in the future to adopt a Settlement. See *George Johnson's Notice of Motion Objecting To NMPA, NSAI, SME, UMG, and WMG's Settlement and Pending Motion*, https://app.crb.gov/document/download/23883

this rate proceedings or any proceeding until Preliminary Disclosure or WDSs have been filed.

So for counsel to try and assume they knew what my proposals would be is preposterous.

This will be the Fourth time I have Objected to this Settlement and as the Court knows, I also put it in the record that I planned to pursue the 9.1 cent inflation increase for the mechanical rate as one of my 3 to 4 main issues - the others including the free limited download and voluntary BUY button…the 4th issue being a complete revamp proposal of the rate structure to a full sales model with an underlying monthly subscription access service, as is.

Ironically, this is just like Disney + or what Apple TV does, they both sell a $7.99 per month subscription/access model while charging $19.99 or up to *$29.99 to BUY the latest movie titles, all while still charging the $7.99 per month*!

So, this is exactly GEO's proposal for Music and if Apple can do it for movies and television shows, why can't they voluntarily do the exact same thing for all music creators?

They are obviously making money on the AppleTV side with the sales model, so why not allow us American music creators the same respect and courtesy on a voluntary basis. It's time and I would kindly and respectfully ask Apple to voluntarily let us sell our music on Apple Music (merge iTunes and Apple Music) while still charging a subscription, just like on Apple TV.

INFLATION

While this is a Motion to Object to the Settlement, but also filed as Comments, I thought I should mention a few things regarding recent inflation numbers since if the Court accepts the current Settlement, there will be no reason to file a WDS or argue the issue. While what I am presenting here is short and sweet, it's extremely timely, relevant and important to every independent American songwriter.

Most importantly, SoundExchange's recent win in *Web IV* to adjust the §114 sound recording rates for CPI-U inflation going forward in the future is incredible and exactly what GEO has proposed in this rate proceeding and in *Phonorecords III.*

GEO formally asks this Court to provide much needed relief to all §115 songwriters and to adopt the same exact inflation adjustment for mechanicals in *Phonorecords IV* as in the CRB just determined in *Web IV* for SoundExchange in June 2021.

According to several government sources, inflation is increasing at faster rate than in previous years, causing frozen music royalties to be worth less and less over time, especially as prices surge and hit 5% inflation in May of this year, the highest in 13 years..[7]

In June inflation increased 4.0 percent from one year ago[8], so the old, standard 1 to 2% inflation rate, is increasing and therefore making it mathmatically impossible for American songwriter to keep pace with inflation.

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[7] https://www.wsj.com/articles/us-inflation-consumer-price-index-may-2021-11623288303 Wall Street Journal

[8] https://www.washingtonpost.com/business/2021/07/30/inflation-pce-prices-fed/

From a recent BEA Personal Income and Outlays, June 2021 and Annual Update "The **PCE price index** for June increased *4.0 percent* from one year ago, reflecting increases in both goods and services (table 11). Energy prices increased *24.2 percent* while food prices increased 0.9 percent. Excluding food and energy, the PCE price index for June increased *3.5 percent* from one year ago" (emphasis added).[9]

Your Honors can do many things *sua sponte*, and maybe this is not one of them, but I have argued an inflation increase in 4 rate proceedings and 2 federal appeals and respectfully ask the Court for relief by increasing the rate on its own accord so we all can move on to other important royalty issues.

An overdue inflation increase for the 9.1 cents is long overdue and we all pray, especially me, that this Court will kindly increase the rate on its own, *sua sponte,* and determine a reasonable rate for the 9.1 cents mechanical royalty.

IF SOUNDEXCHANGE CAN ASK FOR A SIMPLE INFLATION INCREASE, WHY CAN'T SONGWRITERS GET THE SAME DEAL IN PHONO IV?

Recently, on June 11, 2021, the CRB released a public version of Exhibit A to the *Web V* Initial Determination Regulations *which contained a CPI-U inflation adjustment* for SoundExchange and GEO's request is exactly the same in this *Phonorecords IV* rate proceeding and moving forward with incremental increases based upon the published government inflation data. The regulations read as follows:

> (c) Annual royalty fee adjustment. The Copyright Royalty Judges shall adjust the royalty fees each year to reflect any changes occurring in the cost of living

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9 July 30, 2021, Bureau of Economic Analysis, https://www.bea.gov/news/2021/personal-income-and-outlays-june-2021-and-annual-update

> as determined by the most recent Consumer Price Index for All Urban Consumers (U.S. City Average, all items) (CPI-U) published by the Secretary of Labor before December 1 of the preceding year. The calculation of the rate for each year shall be cumulative based on a calculation of the percentage increase in the CPI-U from the CPI-U published in November, 2020 (260.229) and shall be made according to the following formulas: for subscription performances, (1 + (Cy – 260.229) / 260.229) × $0.0026; for nonsubscription performances, (1 + (Cy – 260.229) / 260.229) × $0.0021; for performances by a noncommercial webcaster in excess of 159,140 ATH per month, (1 + (Cy – 260.229) / 260.229) × $0.0021; where Cy is the CPI-U published by the Secretary of Labor before December 1 of the preceding year. The adjusted rate shall be rounded to the nearest fourth decimal place. The Judges shall publish notice of the adjusted fees in the Federal Register at least 25 days before January 1. The adjusted fees shall be effective on January 1. [10]

As music attorney Chris Castle put it:

> **"**After 2022, these rates ***are adjusted by the Consumer Price Index*** (CPI-U for the geeks)…So it is clear that the CRB can come up with reasonable rates when they're asked. It's also a great example of the power of strong bargaining groups including SoundExchange, the unions, indie and major record companies, and a broad cross-section of music users." [11]

So, GEO would *also ask for relief from current and future years of coming inflations, but also years of past[12], lost government inflation* due to frozen mechanical royalty rates set in this tribunal since 2006 and where a responsibility lies to all music copyright creators subject to the compulsory license and statutory rate.

Most importantly, if SoundExchange can ask for an inflation increase and get one in *Web IV*, this year, why can't all American songwriter and publishers get a long overdue increase in *Phonorecords IV*?

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[10] Pages 8, 9, *Web V* Determination June 11, 2021, https://app.crb.gov/document/download/25330

[11] https://musictechpolicy.com/2021/06/13/the-copyright-royalty-board-gets-it-right-new-increased-inflation-adjusted-royalty-rates-for-webcasting/ written by music attorney Chris Castle.

[12] https://copyright.gov/licensing/m200a.pdf

Again, GEO respectfully asks relief from this Settlement by denying this Settlement.

Respectfully submitted,

/s/ George D. Johnson

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Date: August 10, 2021

Before the
UNITED STATES COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In re Determination of Royalty Rates and Terms for Making and Distributing Phonorecords (Phonorecords IV)	Docket No. 21-CRB-0001-PR (2023-2027)

GEO'S OBJECTION TO FRAUDULENT MOTION TO ADOPT SETTLEMENT OF STATUTORY ROYALTY RATES AND TERMS FOR SUBPART B CONFIGURATIONS BY NMPA, NSAI, RIAA AND 3 FOREIGN HEADQUARTERED CORPORATIONS

American songwriter[1] George Johnson ("GEO"), *pro se* Appellant, respectfully submits the following Objection and Opposition Motion to the *Motion to Adopt Settlement of Statutory Royalty Rates and Terms for Subpart B Configurations*[2] [3] filed on May 25, 2021 by the National Music Publishers Association ("NMPA") and Nashville Songwriters Association International ("NSAI") along with the 3 Foreign Headquartered Record Labels ("3FHRL") — Warner Music Group Corp. ("WMG"), UMG Recordings, Inc. ("UMG"), and Sony Music Entertainment ("SME").[4]

GEO respectfully objects to any Settlement that freezes Subpart A mechanical royalties for §115 physical phonorecords, permanent digital downloads, as well as any Subpart B Settlement for free limited downloads, music bundles, Subpart B interactive streaming rates, or any changes to definitions and terms.

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[1] "subject to" the 1909 compulsory license at issue in this proceeding under §115 and §385.3 Subparts A and B.

[2] https://app.crb.gov/document/download/25288

[3] Also see *Notice of Settlement in Principle* filed by NMPA and NSAI with 3FHRL on March 2, 2021

[4] WMG is headquartered in Moscow, Russia, UMG in Paris, France and Sony in Minato, Japan.

WMG and WMG Publishing are both owned by Access Industries[5] in Russia.

UMG and Universal Publishing are both vertically integrated and owned by Vivendi[6] in France, while Sony Corp. has always been headquartered in Japan.

The statutory Subpart A rate of 9.1 cents should also be litigated in public, or a separate Settlement reached, since this Settlement does not provide a reasonable basis for setting statutory terms or rates.

Pursuant to 37 CFR §351.2(b)(2)5 regarding Royalty Rate Proceedings,

> "If an objection to the adoption of an agreement is filed, the Copyright Royalty Judges may decline to adopt the agreement as a basis for statutory terms and rates for participants that are not parties to the agreement if the Copyright Royalty Judges conclude that the agreement does not provide a reasonable basis for setting statutory terms or rates."

I would kindly ask the Court, that along with this Motion, to also reference GEO's *Objection to Settlement by NMPA, NSAI and 3 Foreign Headquartered Corporations* in response to NMPA and NSAI's May 18, 2021, *Notice of Settlement and Status of Negotiation*[7], that will be *filed tomorrow* on May 27, 2021.

I am currently working on that motion, which is my main motion and it contains *additional arguments* as to why this Settlement should be denied and does not provide a reasonable basis for setting terms or rates.

In other words, both Motions go together, so please reference them *as a pair* if allowed since 1.) I am having to write them both at the same time, and 2.) the issues raised in my Objections apply to both Motions for Settlement by NSAI, NMPA and the RIAA — to me, both Subpart A and B issues here are intertwined.

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5 https://www.accessindustries.com/holdings/warner-music-group/

6 https://www.vivendi.com/en/our-activities/music/

7 https://app.crb.gov/document/download/25150

While I'm writing this Motion to Object to these Settlements, it is also to document NSAI, NMPA and RIAA's *outrageous behavior, additional fraud,* and *lying* in an attempt to get these so-called Settlements published in the Federal Register.

THIS SETTLEMENT IS BASED ON FRAUD AND LYING

Your Honors, regarding NMPA, NSAI and RIAA's *Motion to Adopt Settlement of Statutory Royalty Rates and Terms for Subpart B Configurations,* I was so *appalled by the outright lies by counsel for NMPA and RIAA,* I wrote Your Honors an email yesterday on May 25, 2021.

GEO Objects to this fraudulent Subpart B Settlement, but also vehemently Objects to *counsel's fraudulent behavior designed to force the Court into publishing this phony settlement based on an insidious twisting of my words that counsel clearly knows is not true.*

This Motion contains the same issues described in that May 25th email to Your Honors and to say the least, **I am extremely upset at counsels' behavior and audacity to lie to this Court about me and my proposals.**

Counsel should apologize to the Court at the bare minimum.

Counsel *knowingly misrepresented my position just to get Your Honors to agree to their fraudulent settlement* **by claiming that I was not proposing any increase in the 9.1 cent rate when they knew that was patently false, but claimed it to be true.**

Therefore, *since counsel knowingly misrepresented my positions* just to get Your Honors to publish their fraudulent Settlement, *I hope you will not publish it and reprimand counsel for their fraud.*

EVIDENCE OF COUNSELS' LYING AND BLATANT FRAUD

On Page 4 of the May 25th, *Motion to Adopt Settlement* by NMPA and RIAA, counsel blatantly lies to the Court by falsely claiming that, "…even Mr. Johnson does not propose different rates…".

Counsel knew this was untrue since…

1. Counsel well knows I spent all of *Phonorecords III* working to raise the 9.1 cents to 50 cents to adjust for inflation as my central and number one issue.

2. Counsel well knows they spent all of *Phonorecords III* working as hard as they could to OPPOSE any increase of the 9.1 cents rate to 50 cents to adjust for inflation, just as they are now.

3. Counsel well knows I appealed *Phonorecords III* to the DC Circuit[8], (again by myself, *pro se*, and with no law degree) in *Johnson v. Copyright Royalty Board*, 969 F.3d 363 (D.C. Cir. 2020), to continue to raise the 9.1 cents rate to 50 cents as my central issue.

4. But what really demonstrates counsels' disingenuousness is I included in my April 19, 2021 motion[9] a list of main proposals, *one being where I would still like to raise the 9.1 cents for inflation*, so it was clear that would once again be a proposal by me.

In fact, *in that exact same motion they reference from April 19, 2021, as their "proof" that I only want a BUY button*, I write:

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[8] *Johnson v. Copyright Royalty Board*, 969 F.3d 363 (D.C. Cir. 2020). https://www.cadc.uscourts.gov/internet/opinions.nsf/720464D843B0D6C7852585C10074B11B/$file/19-1028-1856124.pdf

[9] https://app.crb.gov/document/download/23883 *See* Page 3 of GEORGE JOHNSON'S NOTICE OF MOTION OBJECTING TO NMPA, NSAI, SME, UMG, and WMG's SETTLEMENT and PENDING "MOTION" on April 19, 2021.

> "And just as in *Phonorecords III,* this *Notice of Settlement in Principle* by NMPA, NSAI, WMG, UMG and SME is clearly designed to shut down any public Subpart A or B litigation in the sunshine while stopping all of GEO's rate proposals to 1.) add a voluntary BUY button, 2.) **increase the Subpart A 9.1 cent mechanical for long overdue inflation,** and 3.) elimination of the Subpart B free limited download with no sale.[6]"

So, counsel flat-out lied to this Court.

5. And if that were not enough, to prove counsels' willingness to twist my words, while ignoring relevant facts, which is also a lie, in my May 18, 2021 *Notice of Status of Negotiations*, filed almost an entire month later after my "BUY button at 9.1 cents" option, I wrote,

> "GEO has reached out to all of the Services, NMPA, NSAI, and RIAA *with several proposals and will continue to offer additional options to these proposals* to all Participants — one being a *full sales model on streaming platforms, completely replacing the subscription model*."

So, on May 18th, I once again made it perfectly clear to counsel that I had offered them "several proposals" and "will continue to offer additional options to these proposals", i.e., *like an option to see if the 3 record labels would even accept a BUY button if the 9.1 cents stayed the same.*

Of course, they never were going to accept anything, simply shut me down with a handshake deal behind closed doors, just like in *Phonorecords III.*

This Settlement only hurts hundreds of thousands of American songwriters and music publishers as well as the next several generations of American music creators with no sales and only $.00012 per stream to act as our "incentive".

6. And if that wasn't enough, in that very same sentence on May 18th, a month after I proposed a BUY button at 9.1 cents, *I offered a new proposal of a full sales model instead of subscription model, and one that would surely raise rates.*

So, for NMPA, NSAI and RIAA's counsel, *who all know better, to try and tell this Court that a BUY button with no 9.1 cent increase was my ONLY proposal, and I had no intention of offering a rate increase, is outrageous behavior***,** and my own motions are evidence that counsel is clearly out of bounds and should be reprimanded for lying to this Court.

Furthermore, *counsel lied to get a fraudulent Settlement forced through*, against the interests of songwriters who NMPA and NSAI claim to represent but clearly do not.

NMPA and RIAA only represent the 3FHRL that pay them dues and their salaries.

So, my last attempt at negotiating a BUY button *during the voluntary negotiation period* in *no way implied that I was <u>not</u> going to propose any new rates*, or was not going to propose a long overdue rate adjustment to the §115 mechanical from 9.1 cents to around 50 cents per song, like I had done before.

Of course I was, and counsel knew it.

My track record with the 9.1 cents to 50 cents is clear in the CRB record, even before *Phonorecords III*, and in *Web IV* and *SDARS* of all proceedings.

Again, *on April 19th I said that I was going to propose an inflation increase for the 9.1 cent mechanical,* but counsel chose to lie about it anyway.

ADDITIONAL INFO

The BUY button at 9.1 cents idea was a last ditch effort to negotiate with people who don't negotiate and play games instead of good faith voluntary negotiations.

I offered that proposal, nobody accepted the offer, voluntary negotiations ended on May 18th, and I moved on to a full sales model since the 3FHRL rejected the 9.1 cents BUY button proposal.

Furthermore, NSAI and NMPA are supposed to be working for American songwriters, not 3 foreign corporations in Russia, France and Japan.

Since I'm not an attorney I have no way to fight back against them lying about my proposals, so this is the best I can do.

What NMPA, NSAI and RIAA are doing is a fraud in so many ways.

Their last motion about my proposals was a pure fraud and based on that alone this one-sided Settlement that only hurts American songwriters should not be rushed through, especially on a lie.

NMPA and RIAA are also acting as proxies or strawmen for 3 foreign headquartered corporations *that are simply negotiating with themselves.* I will expand on this in my motion that will be filed tomorrow.

You don't have to be a Yale Law School graduate to figure out that *WMG, UMG, and Sony are all negotiating with themselves via NMPA and RIAA* on each "hand" and it's simply atrocious if allowed to continue.

You have a parent company, WMG the record label, telling the publishing arm at WMG what to do, *but negotiating as if they are separate*, in a supposed arms length negotiation, and it is a total and clear fraud.

While these vertically integrated corporations have their U.S. divisions which have a large market share, these corporations are all foreign controlled and funded.

Therefore, American small businesses are left to suffer under a compulsory license, as their competition in Russia, France and Japan force *all* American songwriters to accept nano penny rate with no sales, and forever it now appears.

It's not even a fair fight since foreign corporations have billions of dollars and the best American attorneys money can buy to get this accomplished for their own self-interests overseas.

The only reason they get away with it is the rules were written by them in *Phonorecords I* in 2006, to only benefit them and it has worked brilliantly for them.

We beg the Court to recognize this fraud of these corporations negotiating with themselves and please change what you are allowed to change*, sua sponte.*

These foreign corporations should not be allowed to re-write U.S. Copyright Law to benefit themselves and then use outright fraud to help accomplish this goal.

In closing, in this Motion I wanted to let the Court know that counsel for NMPA/NSAI and RIAA have spun their facts out of thin air as to my proposals, using fraud to force this settlement through as fast as they could to help these foreign corporations that pay their salaries and underwrite these proceedings.

A SEPARATE DEAL?

One last issue is On Page 3 of the May 25th, *Motion to Adopt Settlement* by NMPA and RIAA, where there seems to be a separate deal or side agreement made with the 3FHRL's, and that should be made public considering this license is compulsory and statutory.

> "Concurrent with the settlement, the Joint Record Company Participants and NMPA have separately entered into a memorandum of understanding addressing certain negotiated licensing processes and late fee waivers."

Did NMPA and RIAA trade the frozen rate for something else of value or some other quid pro quo?

WILLING BUYER, WILLING SELLER?

And lastly, while we're on the May 25th, *Motion to Adopt Settlement* by NMPA and RIAA, On Page 4, right before they falsely claim, "…even Mr. Johnson does not propose different rates,…", counsel also claims that "because the Settlement *represents the consent of buyers and sellers*…the Settlement provides "a reasonable basis.""

1. Except how can you have a willing seller and a willing buyer if the parties on one side of the table *are owned* by the others on the other side?

2. And how is a Settlement supposed to be made on "a reasonable basis" if both parties are owned by the same corporations, *negotiating with themselves?*

These are 2 additional legal reasons to deny this fraudulent Settlement.

CONCLUSION

So, I hope this Court will be sympathetic to the issue of a layman like GEO providing proof to the Copyright Judges and on complicated matters of economics and law when the very people whose interests (and lives) are *burdened* by these rates and terms don't have the money to hire the very economists or lawyers needed to make that proof.

I also hope the Court will not be forced to publish this *fraudulent settlement with foreign companies negotiating with themselves*, counsel lying about my proposals, and our own songwriter lobbyists abusing the voluntary negotiation process to the detriment of all American songwriters and music publishers.

GEO continues to be open to any and all suggestions or proposals by any of the Participants.

Respectfully submitted,

/s/ George D. Johnson

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Date: May 26, 2021

Proof of Delivery

I hereby certify that on Thursday, May 27, 2021, I provided a true and correct copy of the 2021-05-26 - 21-CRB-0001-PR (2023-2027) Phonorecords IV GEO's Objection to Notice of Settlement by NMPA, NSAI, RIAA and 3 Foreign Headquartered Record Labels CORRECTED FOR SPELLING.pdf to the following:

Google LLC, represented by Gary R Greenstein, served via ESERVICE at ggreenstein@wsgr.com

Amazon.com Services LLC, represented by Joshua D Branson, served via ESERVICE at jbranson@kellogghansen.com

Pandora Media, LLC, represented by Benjamin E. Marks, served via ESERVICE at benjamin.marks@weil.com

Spotify USA Inc., represented by Joseph Wetzel, served via ESERVICE at joe.wetzel@lw.com

Joint Record Company Participants, represented by Susan Chertkof, served via ESERVICE at susan.chertkof@riaa.com

Apple Inc., represented by Mary C Mazzello, served via ESERVICE at mary.mazzello@kirkland.com

Copyright Owners, represented by Benjamin K Semel, served via ESERVICE at Bsemel@pryorcashman.com

Zisk, Brian, represented by Brian Zisk, served via ESERVICE at brianzisk@gmail.com

Powell, David, represented by David Powell, served via ESERVICE at davidpowell008@yahoo.com

Signed: /s/ George D Johnson

Electronically Filed
Docket: 21-CRB-0001-PR (2023-2027)
Filing Date: 05/27/2021 11:59:10 PM EDT

Before the
UNITED STATES COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In re Determination of Royalty Rates and Terms for Making and Distributing Phonorecords (Phonorecords IV)	Docket No. 21-CRB-0001-PR (2023-2027)

GEO'S OBJECTION TO SETTLEMENT BY NMPA, NSAI, AND 3 FOREIGN HEADQUARTERED CORPORATIONS

American songwriter[1] George Johnson ("GEO"), *pro se* Appellant, respectfully submits the following Objection[2] and Opposition Motion to the *Notice of Settlement and Status of Negotiation*[3] [4] [5] for §115 mechanical royalties and §385 Subpart B, filed on May 18, 2021 by the National Music Publishers Association ("NMPA") and Nashville Songwriters Association International ("NSAI") along with the 3 Foreign Headquartered Record Labels ("3FHRL") — Warner Music Group Corp. ("WMG"), UMG Recordings, Inc. ("UMG"), and Sony Music Entertainment ("SME").[6]

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[1] "subject to" the 1909 compulsory license at issue in this proceeding under §115 and §385.3 Subparts A and B.

[2] Please use this Motion combined with *GEO'S Objection to Fraudulent Motion to Adopt Settlement of Statutory Royalty Rates and Terms for Subpart B Configurations by NMPA, NSAI, RIAA and 3 Foreign Headquartered Corporations*, filed yesterday on May 26, 2021 objecting to NMPA, NSAI, and RIAA's *Motion to Adopt Settlement of Statutory Royalty Rates and Terms for Subpart B Configurations* as a combined pair of motions opposing both Subpart A and Subpart B Settlements. I am writing both motions at the same time and both are relevant to both Settlements.

[3] https://app.crb.gov/document/download/25150

[4] Also see *Notice of Settlement in Principle* filed by NMPA and NSAI with 3FHRL on March 2, 2021

[5] https://app.crb.gov/document/download/23883 *See* Page 3 of GEORGE JOHNSON'S NOTICE OF MOTION OBJECTING TO NMPA, NSAI, SME, UMG, and WMG's SETTLEMENT and PENDING "MOTION" on April 19, 2021.

[6] WMG is headquartered in Moscow, Russia, UMG in Paris, France and Sony in Minato, Japan.

GEO respectfully objects to any Settlement of frozen Subpart A mechanical royalties for §115 physical phonorecords, permanent digital downloads, or any Subpart B Settlement without being properly litigated in public and in the sunshine, especially since it's a government imposed compulsory license and statutory rate on *all* U.S. songwriters since 1909.

Yesterday, On May 26, 2021, GEO filed an Objection[7], *GEO'S Objection to Fraudulent Motion to Adopt Settlement of Statutory Royalty Rates and Terms for Subpart B Configurations by NMPA, NSAI, RIAA and 3 Foreign Headquartered Corporations*, to the *Motion to Adopt Settlement of Statutory Royalty Rates and Terms for Subpart B Configurations*[8] [9] filed by NMPA, NSAI and RIAA on May 25, 2021.

That Objection by GEO goes together with this Objection Motion as a pair.

In their May 25th Motion, *NMPA, NSAI and RIAA attorneys made several fraudulent statements* about GEO's positions and proposals just to get this Court to publish their phony "Settlement" in the Federal Register. They are:

1.) "However, *it appears* that *Mr. Johnson is not actually opposed to the rates contained in the Settlement*, but rather *is opposed to the fact that the Settlement does not require streaming services to include a "buy button.*"

2.) "And because the Settlement represents the consensus of buyers and sellers representing the vast majority of the market for "mechanical" rights for

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[7] https://app.crb.gov/document/download/25318 May 26, 2021, *GEO'S Objection to Fraudulent Motion to Adopt Settlement of Statutory Royalty Rates and Terms for Subpart B Configurations by NMPA, NSAI, RIAA and 3 Foreign Headquartered Corporations*.

[8] https://app.crb.gov/document/download/25288

[9] Also see *Notice of Settlement in Principle* filed by NMPA and NSAI with 3FHRL on March 2, 2021

Subpart B Configurations, *and even Mr. Johnson does not propose different rates*, the Settlement provides "a reasonable basis" for statutory royalty rates and terms."

Of course counsel uses "it appears" as if that makes their statement factual.

As I went into detail in my Objection Motion yesterday, in my April 19, 2021 Notice on Page 3[10], I told the Court that one of my primary issues was an inflation increase for the 9.1 cents mechanical, *so I am opposed to the rates* contained in this one-sided Settlement and I was clearly *going to propose different rates*.

Furthermore, the footnote on Page 3 reads "*These 3 issues are not the only issues that are important to American songwriters*", so clearly a BUY button was not my only issue and counsel should be reprimanded for their knowingly false statements.

Finally, counsel lies again in their second statement claiming "*and even Mr. Johnson does not propose different rates"* so that it appears there is "no objection" to their Settlement and therefore it has to be published — and this was done by total fraud.

This Settlement also does not represent "the consensus of buyers and sellers" since WMG, UMG, and Sony are all 1.) *negotiating with themselves,* and so by definition 2.) there *are no willing buyers nor willing sellers.*

Since the 3 Foreign Headquartered Record Labels (WMG, UMG, and Sony) *are simply negotiating with themselves* and we pray Your Honors can remedy this.

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[10] https://app.crb.gov/document/download/23883 Page 3 "And just as in *Phonorecords III,* this *Notice of Settlement in Principle* by NMPA, NSAI, WMG, UMG and SME is clearly designed to shut down any public Subpart A or B litigation in the sunshine while stopping all of GEO's rate proposals to 1.) add a voluntary BUY button, 2.) increase the Subpart A 9.1 cent mechanical for long overdue inflation, and 3.) elimination of the Subpart B free limited download with no sale." (*See* footnote)

We respectfully ask the Court to deny this Settlement at this time *on behalf of hundreds of thousands of American songwriters and music publishers.*

BROAD COALITION OF SPONTANEOUS SUPPORT FOR §115 INCREASE

In fact, on May 17, 2021, and May 24, 2021[11] a broad coalition of American songwriters and their trade organizations, *actually representing hundreds of thousands of American songwriters, legacy songwriters, and independent publishers spontaneously wrote a letter*[12] [13] to this Court to make the point that the 1909 mechanical royalty for phonorecords, and now permanent downloads, must finally be adjusted lost inflation over the past 110 years, but also going forward, with the §385.3 phonorecord and digital download being pegged to the CPI and automatically adjusted every 2 years by the Copyright Office, *which was the law and rate court precedent for decades until 2009.*

The May 17 letter was co-written by hit songwriter Mr. Rick Carnes, President of the Songwriter's Guild of America ("SGA") and Ms. Ashley Irwin, President of the Society of Composers and Lyricists ("SCL"). Mr. Carnes also participated in *Phonorecords I* from 2006 to 2009, so he has a wealth of knowledge of how this process works, but also first hand experience of being there when this royalty was frozen by the Court in 2009.

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11 https://thetrichordist.com/2021/05/25/coalition-of-songwriter-groups-ask-crb-wheres-the-motion-on-insider-deal-for-frozen-mechanicals/ email letter to CRB from Music Creators North America ("MCNA")

12 May 21, 2021 The Trichordist, Coalition of Songwriter Groups Call on Copyright Royalty Board for Fairness and Transparency on Frozen Mechanicals, https://thetrichordist.com/2021/05/21/coalition-of-songwriter-groups-call-on-copyright-royalty-board-for-fairness-and-transparency-on-frozen-mechanicals/

13 https://www.billboard.com/articles/business/9577976/songwriters-crb-royalty-rate-comments-letters

This letter also includes an impressive list of *songwriter trade organizations from around the world* that depend on a stable and fair American royalty system for their livelihood. This list of worldwide songwriter and composer trade organizations includes the: Alliance for Women Film Composers (AWFC), Songwriters Association of Canada (SAC), Screen Composers Guild of Canada (SCGC), Music Creators North America (MCNA), Music Answers (M.A.), Alliance of Latin American Composers & Authors (ALCAMusica), Asia-Pacific Music Creators Alliance (APMA), European Composers and Songwriters Alliance (ECSA), and the Pan-African Composers and Songwriters Alliance (PACSA).

I would respectfully ask that this letter, and others like it, from songwriters, trade groups, and American music publishers, etc. be entered into the record please.

I also understand that the Court did respond to this letter and kindly granted their request for a public comment period, which is greatly appreciated and needed.

Since then, more letters have been written to Congress, like from Austin music attorney Ms. Gwen Seals[14] who is "deeply troubled by the private party settlement" and calls for *transparency* as I do. It's the one thing all these letters [15] have in common, *transparency*, in addition to *raising the 9.1 cent rate for inflation*.

I thank Your Honors for reading these letters, and responding as you have. I hope instead of just one hopeless individual with no market share or market power, that this real and spontaneous support from songwriter, lyric, and composer trade

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[14] Letter from Austin, TX music attorney Ms. Gwen Seals to Senators Cornyn and Cruz. https://thetrichordist.com/2021/05/26/another-call-for-congressional-oversight-of-the-proposed-settlement-of-physical-and-download-mechancials/

[15] Another letter from today May 27, 2021. https://thetrichordist.com/2021/05/27/professor-kevin-casini-kcesq-asks-congress-and-the-crjs-for-meaningful-public-comment-on-frozen-mechanical-royalty-settement/

organizations *from literally around the world* has a real impact on the Court as it weighs it's decisions.

Most importantly, these trade groups ask the obvious question in their letter that must be addressed which is, "*How can the US music publishing industry's trade association, and a single music creator organization (which represents at most only a tiny sliver of the music creator community) have agreed to such a proposal?*"

NMPA WORK FOR WMG, UMG & SONY ON ONE HAND, RIAA OTHER

The simple answer is NMPA, NSAI and RIAA *literally work for the foreign records companies, not American songwriters*.

NMPA is paid dues by WMG, UMG and SME on one hand, it's that simple.

And RIAA is paid dues by WMG, UMG, and SME on the other hand.

This is exactly why the rate structure these 3 groups came up with, along with the Digital Media Association ("DiMA'), in *Phonorecords I* was such a disaster for American songwriters and independent music publishers.

So, it's not like there are 10 major U.S. headquartered *publishing companies* on one hand in a rich, competitive environment, voluntarily negotiating with 10 different and separate major U.S. headquartered *record labels* on the other hand, which is probably what Congress intended, but that is not what happened.

In reality, in 2021 we have 3 foreign headquartered corporations simply negotiating with themselves to the detriment of all American music creators.

In NMPA and NSAI's March 2, 2021 *Notice of Settlement in Principle*, these lobbyists don't even hide it, it's in plain sight.

> Pursuant to the Copyright Royalty Judges' ("CRJs") Notice of Participants, Commencement of Voluntary Negotiation Period, and Case Scheduling Order

> at 2 n.2 (Feb. 9, 2021), the National Music Publishers' Association, Inc. ("NMPA") and the Nashville Songwriters Association International ("NSAI") (NMPA and NSAI, together, the "Copyright Owners"), **on the one hand**, and Sony Music Entertainment ("SME"), UMG Recordings, Inc. ("UMG"), and Warner Music Group Corp. ("WMG") (SME, UMG, and WMG, together, the "Joint Record Company Participants"), **on the other hand,** hereby notify the CRJs that they have reached an agreement…"

Furthermore, shouldn't NMPA be representing the 3 Major Foreign Music Publishers, *but here in black and white, NMPA is representing the 3 Major Foreign Record Labels*, not their publishing arms? They may claim they are but here is says NMPA represents the record labels. Who is representing the American publishers?

So, the 3FHRL are negotiating with themselves in order to manipulate U.S. Copyright Law to fit their billion dollar business models using lobbyists and proxies that have *no significant interest* in these proceedings (NMPA, NSAI, and RIAA are just DC lobbyists who have never written or published a song in their lives.)

Similar questions have been posed to me by former CRB Cheif Judge Susanne Barnette who asked me in *Phonorecords III* why NSAI and NMPA aren't arguing for a 9.1 cent increase and then former USCOA DC Circuit Judge Merrick Garland asked me at oral argument on March 10, 2020 the basic same question.

The answer is unfortunately NMPA works for WMG, UMG and Sony in these rate proceedings as does RIAA and NSAI, not American music creators.

Once again, as in *Phonorecords III*, *3 foreign corporations are literally setting the royalty rate for hundreds of thousands of American songwriters* and publishers and there is something inherently wrong with this.

NMPA and NSAI did the exact same thing in *Phonorecords III* to keep the 9.1 mechanical royalty frozen with no increase, and they are supposed to be on our side.

In realty, Sony Music Publishing, Warner-Chappell Music Publishing and Universal Music Publishing should be filing Petitions to Participate as the entities with the significant interest, not their record label parent companies

Furthermore, all of the corporations being headquartered and financed from foreign countries, allowing foreign companies and also foreign governments to set U.S. music royalty rates is really quite unbelievable.

THE HISTORY OF §115 MECHANICAL AND INFLATION INCREASES

Your Honors, in this Motion I wanted to argue the history of the 9.1 cent mechanical[16] and long history of CPI increases since 1978[17], which you all know very well, and also why an inflation increase is warranted, but I simply ran out of time.

The long historical precedent by the Copyright Office, through CRT or CART, of incremental 2 year inflation increases pegged to the government CPI since 1978 is something that needs to be explained in greater detail in a Written Direct Statement, but I wanted to explain it all here.

I was going to file an extension to file this motion to give me more time, but I hope that the information I provided in this and yesterdays motions are enough to deny this so-called Settlement, as well as the clear fraudulent behavior of counsel.

I also hope the letters from songwriter trade groups also makes a difference.

GEO respectfully requests that the Court deny this Settlement until further litigation.

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16 http://www.copyright.gov/licensing/m200a.pdf

17 https://thetrichordist.com/2021/05/06/will-the-copyright-royalty-board-leave-songwriters-in-the-deep-freeze/

Respectfully submitted,

/s/ George D. Johnson

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Pro Se Songwriter & Publisher
d/b/a George Johnson Music Publishing ("GJMP")

Date: May 27, 2021

Proof of Delivery

I hereby certify that on Thursday, May 27, 2021, I provided a true and correct copy of the 2021-05-27 - 21-CRB-0001-PR (2023-2027) Phonorecords IV GEO's Objection to May 18, 2021 Subpart A and B Notice of Settlement by NMPA, NSAI and 3 Foreign Headquartered Record Labels to the following:

Powell, David, represented by David Powell, served via ESERVICE at davidpowell008@yahoo.com

Joint Record Company Participants, represented by Susan Chertkof, served via ESERVICE at susan.chertkof@riaa.com

Google LLC, represented by Gary R Greenstein, served via ESERVICE at ggreenstein@wsgr.com

Copyright Owners, represented by Benjamin K Semel, served via ESERVICE at Bsemel@pryorcashman.com

Apple Inc., represented by Mary C Mazzello, served via ESERVICE at mary.mazzello@kirkland.com

Amazon.com Services LLC, represented by Joshua D Branson, served via ESERVICE at jbranson@kellogghansen.com

Spotify USA Inc., represented by Joseph Wetzel, served via ESERVICE at joe.wetzel@lw.com

Pandora Media, LLC, represented by Benjamin E. Marks, served via ESERVICE at benjamin.marks@weil.com

Zisk, Brian, represented by Brian Zisk, served via ESERVICE at brianzisk@gmail.com

Signed: /s/ George D Johnson

Before the
UNITED STATES COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In re Determination of Royalty Rates and Terms for Making and Distributing Phonorecords (Phonorecords IV)	Docket No. 21-CRB-0001-PR (2023-2027)

GEO'S MOTION TO CORRECT RECORD

George Johnson ("GEO"), *pro se* Appellant, respectfully submits the following Motion to Correct the Record in the above captioned proceeding. I just filed an Opposition Motion *GEO'S Objection to Settlement by NMPA, NSAI, and 3 Foreign Headquartered Corporations*[1] and noticed on pages 6 and 7, that I had made a mistake, while also accidentally omitting several footnotes and references to NMPA being funded and representing the 3 foreign record labels, to help prove this point.

1. On NMPA's website[2] it lists the WMG, UMG, and Sony executives who serve as Board Members for NMPA. While they are publishing executives, they still work for their parent record companies, all headquartered overseas.

2. In NMPA's Petition to Participate on February 2, 2021, they state, "NMPA represents large international corporations…and has represented them in every *Phonorecords I* proceeding."

Again, NMPA can claim they represent the publishing arm of WMG, UMG, and Sony, but *what is extremely odd is they never mention the publishing companies in any of their filings in this rate proceeding*. Why don't they ever mention them?

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[1] https://app.crb.gov/CRBFilingDocument/download/9067

[2] https://www.nmpa.org/boardmembers/

In fact, in their February 2, 2021 *Petition to Participate*, NMPA and NSAI *list themselves as Petitioners, not the 3 foreign owned publishing companies.*

In contrast, in their January 27, 2021 *Petition to Participate*, RIAA lists the 3 foreign record labels (WMG, UMG, and Sony) as Joint Record Company Petitioners, and in fact, *RIAA don't even list themselves as a Petitioner,* but NMPA and NSAI do.

Why do NMPA and NSAI not list the 3 major publishing companies?

And why didn't NMPA and NSAI list the 3 major foreign publishing companies as "Joint Publishing Participants" like RIAA did?

So, are NMPA and NSAI technically just representing themselves in this proceeding, with no copyrights or collection of their own royalties, or are they technically representing the 3 major foreign publishing companies, or technically the 3 major foreign record labels?

RIAA makes it clear in their Petition, and while NMPA writes a paragraph about how they represent everyone, under "Petitioners" they make it seem they are just really representing themselves, not even the major publishing companies, yet RIAA makes it clear.

On Page 7, I wrote, "*but here in black and white,* NMPA is representing the 3 Major Foreign Record Labels", and I apologize for the mistake, but what is clear is NMPA is saying they are on the "one hand" while RIAA is on the "other hand" in this proceeding, which helps prove my point NMPA and RIAA are just negotiating with themselves as representatives of WMG, UMG and Sony in general.

I also just looked through the record and could not find it, but I thought I had read in a filing by NMPA (possibly in *Phonorecords III or in print*) that they represent WMG, UMG and Sony the record labels, not the publishing companies, but I could not find it as of this filing. This is another reason for my mistake. I hope this does not take away from my overall Motions and again, I apologize for the error.

Respectfully submitted,

/s/ George D. Johnson

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Pro Se Songwriter & Publisher
d/b/a George Johnson Music Publishing ("GJMP")

Date: May 28, 2021

Proof of Delivery

I hereby certify that on Friday, May 28, 2021, I provided a true and correct copy of the 2021-05-28 - 21-CRB-0001-PR (2023-2027) Phonorecords IV GEO's Motion to Correct Record to the following:

Copyright Owners, represented by Benjamin K Semel, served via ESERVICE at Bsemel@pryorcashman.com

Amazon.com Services LLC, represented by Joshua D Branson, served via ESERVICE at jbranson@kellogghansen.com

Joint Record Company Participants, represented by Susan Chertkof, served via ESERVICE at susan.chertkof@riaa.com

Pandora Media, LLC, represented by Benjamin E. Marks, served via ESERVICE at benjamin.marks@weil.com

Apple Inc., represented by Mary C Mazzello, served via ESERVICE at mary.mazzello@kirkland.com

Powell, David, represented by David Powell, served via ESERVICE at davidpowell008@yahoo.com

Spotify USA Inc., represented by Joseph Wetzel, served via ESERVICE at joe.wetzel@lw.com

Google LLC, represented by Gary R Greenstein, served via ESERVICE at ggreenstein@wsgr.com

Zisk, Brian, represented by Brian Zisk, served via ESERVICE at brianzisk@gmail.com

Signed: /s/ George D Johnson

Proof of Delivery

I hereby certify that on Tuesday, August 10, 2021, I provided a true and correct copy of the 2021-08-10 Case 21-CRB-0001-PR (2023-2027) Phonorecords IV GEO's FOURTH OPPOSITION MOTION OBJECTING TO THE FRAUDULENT SETTLEMENTS FOR SUBPARTS A & B CONFIGURATIONS BY NMPA, NSAI, RIAA & 3FHRL ALSO FILED AS COMMENTS to the following:

Zisk, Brian, represented by Brian Zisk, served via ESERVICE at brianzisk@gmail.com

Apple Inc., represented by Mary C Mazzello, served via ESERVICE at mary.mazzello@kirkland.com

Spotify USA Inc., represented by Joseph Wetzel, served via ESERVICE at joe.wetzel@lw.com

Joint Record Company Participants, represented by Susan Chertkof, served via ESERVICE at susan.chertkof@riaa.com

Pandora Media, LLC, represented by Benjamin E. Marks, served via ESERVICE at benjamin.marks@weil.com

Powell, David, represented by David Powell, served via ESERVICE at davidpowell008@yahoo.com

Google LLC, represented by Gary R Greenstein, served via ESERVICE at ggreenstein@wsgr.com

Copyright Owners, represented by Benjamin K Semel, served via ESERVICE at Bsemel@pryorcashman.com

Amazon.com Services LLC, represented by Joshua D Branson, served via ESERVICE at jbranson@kellogghansen.com

Signed: /s/ George D Johnson